IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

WRIT PETITION NO.2705 OF 2005

Mrs.Asha Bodele — Petitioner

vs.

I.C.L. Education Society & ors. — Respondents

Mr.Susheel Mahadeshwar i/b.Ms.Ranjana Todankar for the petitioner.

Mr.M.D.Naik, AGP for respondent no.2.

Mr.P.M.Palshikar for respondent no.3.

CORAM : F.I.REBELLO &
ANOOP V. MOHTA,JJ.

DATED : 19th October, 2006

P.C.

Rule. Heard forthwith.

2. Petitioners earlier approached this court by Writ Petition No.92/2002. That petition was allowed by the learned Single Judge by order dated 20.4.2003. Rule was made absolute. The appeal preferred was dismissed by order dated 23.6.2003.

3. It is the case of the petitioners that inspite of the orders, salaries which the petitioners were entitled to have not been paid. After hearing, on behalf of the petitioners, the learned counsel points out that during the pendency of the petition, they have received a cheque of an amount of Rs.1,41,370/- against arrears for the year 2000-2001. The respondents-management has placed on record a certificate showing a sum of

Rs.17,358/- received by the petitioner from Sterling College of Arts, Commerce and Science, Nerul, Navi Mumbai. The learned counsel confirms receipt of the said amount.

4. Once there is a judgment of this court, the respondents-management is bound to comply with the said order. The respondents-management is therefore directed to pay the arrears of unpaid wages in terms of the order of this court at any rate not later than six weeks from today. While making the payments, the amounts already paid would be adjusted and the amount received from Sterling College would be excluded from the total amount payable to the petitioner.

5. It will be open to respondent no.1 to make a representation to respondent no.4 in the matter of grants. It is for respondent no.4 to consider the same and dispose of the representation at any rate not later than eight weeks from the receipt of the representation.

6. Rule made absolute accordingly. There shall be no order as to costs.

(F.I. REBELLO, J.)

(ANOOP V. MOHTA,J.)